

Contract no. 901

AGREEMENT

between

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 2  
CHERRY HILL TOWNSHIP, NEW JERSEY

and

I.A.F.F. & AFL-CIO  
LOCAL 2663

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JANUARY 1, 1991 through DECEMBER 31, 1993  
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## PREAMBLE

This Agreement is entered into this 7<sup>TH</sup> day of MAY, 1991, by and between the BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2, Cherry Hill, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board" or "District", and I.A.F.F., AFL-CIO, LOCAL 2663, hereinafter called the "Local" or the "Union", represents the complete and final understanding on all bargaining issues between the Board and the Union.

## PURPOSE

This Agreement is entered into with the Board of Fire Commissioners, District No. 2, Cherry Hill, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District No. 2 and the Township of Cherry Hill, the Board of Fire Commissioners District No. 2 and its employees.

## ARTICLE I RECOGNITION

A. In accordance with the "Certification of Representatives" of the Public Employment Relations Commission, dated March 12, 1984 under Docket No. RO-84-75, the Board of Fire Commissioners recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification, and, more specifically, the paid firefighters of Fire District No. 2, Cherry Hill, New Jersey.

B. Unless otherwise indicated, the terms "firefighter", "firefighters", "fire official", "fire inspector", and "employee" or "employees", when used in this Agreement, refer to all persons, male or female, represented by the Union in the above defined negotiating unit.

C. This Agreement will cover all uniformed employees, excluding Fire District No. 2 Fire Chief, the Administrative Assistant, and the Fire Captain, working for the Board. It

will also cover any future added uniformed employees, provided, however, that this recognition is expressly subject to the rights of the District to appeal the P.E.R.C. decision, docket #CU-87-9.

## ARTICLE II NON-DISCRIMINATION

A. The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Board and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE III LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cherry Hill Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Board representative or his designee, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission. The Local representative shall not unreasonably interfere with the normal conduct of the work within the fire facility.

B. Official delegates of the Local, pursuant to State law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.

C. Up to a maximum of two (2) authorized Local representatives shall be excused from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

D. The President or, in his absence, any designated member of the Local shall have the right while on duty to investigate and process grievances, and to attend Local Union business functions within Cherry Hill upon direct application to the Board representative or his designee.

E. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local.

F. The Local will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

G. One (1) member of the Local shall be permitted to attend Local meetings involving Fire District No. 2 within the Township while on duty. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member's on-duty supervisor, but may be reasonably denied.

H. The President, or his designee, and the State delegate of the Local shall be granted administrative leave not to exceed an aggregate of ten (10) days per annum for attendance at Local, State, and International meetings. The Local shall submit a written explanation for the purpose of attending said affairs upon request of the Board representative. No more than one (1) Union member from this Fire District shall attend any such meeting at any time.

I. One (1) representative delegate of the Local shall be granted administrative leave, once per annum, to attend a labor convention (State or International) for no more than three (3) days, providing five (5) working days notice is given to the Board representative or designee, providing personnel permitting.

J. 1. At such times as the authorized representatives of the Local as set forth in Sections A and D above are obliged to perform the duties set forth in that Section within Fire District No. 2, there shall be no loss of pay to the representative.

2. When the authorized representatives perform Union business outside of Fire District No. 2, they shall not be paid by Fire District No. 2 for such time.

**ARTICLE IV**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**ARTICLE V**  
**LEAVE OF ABSENCE**

A. Leave of absence without any pay, in the discretion of the Board, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

B. Leave of absence can be any specified time period up to a maximum of one (1) year.

C. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXI. However, if the employee wishes that coverage to be extended to him during that leave, the Board will provide it but must be reimbursed by the employee prior to the Board being billed.

D. The time period during a leave of absence will not be credited towards that employee's years of service.

**ARTICLE VI**  
**MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sickout, walkout or other illegal job action against the Board.

C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Board.

D. In the event of a strike, slowdown, work stoppage, sickout or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Board to take any legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Local or its members.

F. The members of the Local agree that the Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Union.

## ARTICLE VII GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreement, and administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the Local on behalf of an individual or group of individuals, or the Board.

C. Steps of the Grievance Procedure. In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One: An aggrieved employee, or the Local on behalf of an aggrieved employee or employees, shall institute action under the provisions hereof within thirty (30) days of the occurrence giving rise to the grievance. An earnest effort shall be made to settle the differences



between the aggrieved employee and his Chief for the purpose of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the grievant may, within five (5) days of the Chief's decision, file his written grievance with the Director of Personnel.

2. The Director of Personnel shall review the matter and make a determination within ten (10) days from the receipt of the written grievance.

3. The Director of Personnel shall be a Fire Commissioner or designee other than the Chief.

Step Three:

1. In the event a satisfactory settlement has not been reached at Step Two, the grievant may, within five (5) days of the Director of Personnel's decision, file his written grievance with the Chairman of the Board.

2. The Chairman of the Board or his designee shall review the decision of the Director of Personnel, and, within ten (10) days from receipt of the grievance, make a written determination.

Step Four:

1. In the event the grievance has not been resolved at Step Three, the Local may, within ten (10) working days of the Chairman's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Chairman. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs it may have incurred in processing the case to arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

4. The costs for the services of the arbitrator shall be borne by the loser, unless the Local elects to withdraw, in which case any fees of the PERC shall be paid by the Local. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

6. No response at any Step in this procedure by the Board or its agents shall be deemed to be a negative response upon the termination of the applicable time limits the grievant may proceed to the next Step.

7. Group grievances, which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local, and by the Local only, at Step Three.

8. The Board reserves the right to file in writing a grievance on its behalf with the Local, which shall conduct a conference with the representatives of the Board within ten (10) days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference. In the event that the Board is unsatisfied with the determination of the Local, the Board may then proceed to the final Step of the grievance procedure.

9. Time limits may be extended by the parties by written mutual agreement.

## ARTICLE VIII COMPENSATION

A. 1. Effective January 1, 1991, all employees shall receive a six (6.0) percent salary increase over 1990 salaries, plus applicable increments, in accordance with Schedule A attached hereto.

2. Effective January 1, 1991, the Fire Official shall receive an additional \$1100 added to the 1990 base salary plus six (6.0) percent salary increase and applicable increments, in accordance with Schedule A attached hereto.

B. 1. Effective January 1, 1992, all employees shall receive a six (6.0%) percent salary increase over 1991 salaries, plus applicable increments, in accordance with Schedule A attached hereto.

2. Effective January 1, 1992, the Fire Official shall receive an additional \$1100 added to the 1991 salary plus six (6.0) percent salary increase and applicable increments, in accordance with Schedule A attached hereto.

C. Effective January 1, 1993, all employees shall receive a six (6.0) percent salary increase over the 1992 salaries plus applicable increments in accordance with Schedule A attached hereto.

D. Notice of intention to open negotiations as provided for in this Agreement shall be accomplished by either party giving notice in writing to the other no sooner than one hundred twenty (120) days prior to January 1 of the calendar year for which negotiations are to be opened.

#### ARTICLE IX

##### SICK LEAVE

A. Paid sick leave shall be earned at the rate of twelve (12) days per year, effective January 1, 1991.

B. Sick leave is defined as a temporary inability to perform one's duties by reason of injury, illness or disease.

C. Sick leave accumulated prior to March 1, 1985 shall accrue without limitation from year to year of employment.

D. Sick leave accumulated prior to March 1, 1985 shall be retained in full and used as sick time only.

#### ARTICLE X

##### COLLEGE INCENTIVE PROGRAM

A. An employee who enters the College Incentive Program pledges to achieve at least an Associate of Arts Degree in Fire Science, Fire Management, or Public Administration field of study as designated by a Institution of higher learning as being within their Degree program.

B. An employees tuition and books will be paid for by the Board upon completion of each course with a maximum of \$800 per year.

C. An Associate Degree must be completed at Camden County College and a Bachelors Degree will be completed at an accredited college approved by the Board.

D. The highest level of compensation under this program shall be those credits up to and including a Bachelor's Degree.

#### ARTICLE XI EXCHANGE OF HOURS ON DUTY

A. The request for exchange of hours of duty by an employee may be granted by the Chief or his designee, provided such request has been made through channels and in conformance with the needs of the District.

B. In volunteering to exercise the provisions of this Article, no firefighter shall work more than two (2) shifts, and the provisions of Article XII shall apply to the second shift, unless the employee is ordered to work hours in excess of his shift, in which case Article XII shall be applicable to those excess hours.

C. Exchanges can be performed by any member of the Local employed by Fire District No. 2.

#### ARTICLE XII HOURS AND OVERTIME

A. The regular day schedule will provide a basic work week of forty (40) hours. As is the present practice, the schedule involves a regular shift of eight (8) hours. The shift will run from 7:00 a.m. to 5:00 p.m. This shift will include one half (1/2) hour lunch break, and one (1) fifteen (15) minute coffee break taken in either the a.m. or p.m., for which the employees will be paid. During breaks, employees must be available to respond to fire calls, but the time is their own personal time. The members of each unit will take lunch at the same time.

B. 1. All employees shall receive overtime pay for all hours worked in excess of forty (40) hours worked at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay. For the purpose of calculating overtime eligibility, "hours worked" shall include all paid time off (i.e., sick leave, personal days, holidays, vacation leave, etc.).

2. An employee can accumulate a "bank" of a maximum of 480 (480) hours compensatory time in lieu of overtime pay, according to the F.L.S.A.

3. An employee shall receive no overtime compensation for the first fourteen (14) minutes of overtime per week. Upon attaining fifteen (15) minutes of overtime in a week, the employee shall be compensated for all overtime worked that week. Overtime compensation shall be compensated in fifteen (15) minute intervals thereafter.

4. In order to work overtime and receive compensation, the employee must obtain authorization from the Fire Chief or his designee prior to working overtime. Performing overtime work without prior authorization shall subject an employee to disciplinary action.

### ARTICLE XIII

#### SAFETY COMMITTEE

A. This committee appointed by the President of the Local will be permitted to offer in writing any information approved by the Local to the Chief for the purchase of equipment, turnout gear, uniforms, and apparatus. This is also to include refurbishing equipment or apparatus, and altering or constructing new fire stations.

### ARTICLE XIV

#### HOLIDAYS

A. The following days shall be considered holidays:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Years Eve (1/2 day)

B. There shall be five (5) floating holidays in 1991, and five (5) floating holidays in 1992 and five (5) floating holidays in 1993. There shall be no more than five (5) floating holidays given in any calendar year. Requests for use of said days shall be in accordance with the provisions of the Article governing Personal Days.

C. Holiday Pay - In the event the Board decides it is essential to their mission to have an employee work on a holiday, the employee will be given another day off as compensatory time, subject to the provisions of the F.L.S.A., to be taken at the employee's discretion.

## ARTICLE XV VACATION LEAVE

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the schedule in Section C.

B. Half (1/2) of the vacation leave hours to which a Fire Fighter is entitled, is on a use or lose basis. The other half (1/2) of the Fire Fighters entitled vacation leave hours may be carried forward into the succeeding year.

<u>C. LENGTH OF SERVICE</u>	<u>SCHEDULE</u>	<u>VACATION ACCRUED PER YEAR</u>
7th month to end of 2nd year		Five (5) days
Beginning of 3rd year through end of 7th year		Ten (10) days
Beginning of 8th year through end of 15th year		Fifteen (15) days
Beginning of 16th year through end of employment		Twenty (20) days

D. When an employee is scheduled for vacation leave consisting of four (4) or more consecutive days, the employee will be issued his vacation pay the payday prior to vacation, so long as the employee provides the Board with a minimum of two (2) weeks advance notice. The Fire Chief or his designee, at his sole discretion, may issue said vacation pay without the two (2) weeks advance notice.

## ARTICLE XVI SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as firefighters as provided for by all applicable laws. The Pension Plan offered to the employees of the Board is the Police and Fire Retirement System.

B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5, or as a result of a disability pension, whether work-connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement that it was earned.

C. Employees intending to retire on other than disability pension shall accordingly notify the Board by September 1st of the previous year in which said retirement is to become effective.

D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of his death.

E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

**ARTICLE XVII**  
**SERVICE RECORDS**

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Fire Chief, Administrative Assistant, or Board only.

B. Upon advance notice and at reasonable times, any member of the Department may review his personnel file. However, this appointment for review must be made through the Fire Chief or the Director of Personnel.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

E. Maintenance of the personnel files will be in accordance with the Archives Laws of the state of New Jersey.

**ARTICLE XVIII**  
**BULLETIN BOARD**

A. The Board shall provide one (1) bulletin board for the posting of notices relating to matters of official business of all fire organizations.

B. The bulletin board may be utilized by the Local for the purpose of posting Local announcements and other relevant information.

C. Any information that is posted on the bulletin board not authorized by an officer of the Local will be taken down immediately and kept on file with the Local.



ARTICLE XIX  
BEREAVEMENT LEAVE

A. Because of death in the immediate family, leave with pay shall be granted from the day of death until the day after interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers-in-law, sisters-in-law, brothers, sisters, grandparents, step-brothers, step-sisters, grandchildren, and other relatives permanently residing in the employee's home.

B. Proof of death may be required at the Board's discretion.

C. Upon application to the Director of Personnel or his designee, other members of the immediate family may be included or additional days granted.

D. In order to be eligible for Bereavement Leave, an employee shall provide proof of death upon request.

ARTICLE XX  
TRAVEL EXPENSES

A. Employees shall be reimbursed at the rate of twenty (\$.20) cents per mile for all approved travel expenses while using a personal vehicle, and shall be reimbursed for all other travel expense in connection with their official duties.

ARTICLE XXI  
HOSPITALIZATION AND MEDICAL BENEFITS

A. 1. All hospital and medical benefits or equivalent currently provided to employees and their families by the Board shall be retained and continued in full force and effect during the term of this Agreement. Family is defined as the employee, his spouse, and dependent unmarried children to age twenty-three (23).

2. The medical benefit carrier shall be Blue Cross/Blue Shield of New Jersey. The plan shall be the Medallion Plan.

B. The Board shall provide dental benefits for employees covered by this Agreement and each employee's family under the provisions of the plan provided to the employees of Cherry Hill Township on the following basis:

1. One hundred (100%) percent coverage for preventive dental expenses and diagnostic service expenses as defined in the Schedule of Basic Benefits, page 3 of the aforesaid dental plan;

2. Coverage for prosthodontic and orthodontic services as defined in the aforesaid dental plan on a 50/50 co-payment basis after each patient pays twenty-five (\$25.00) dollars deductible per calendar year, up to a seventy-five (\$75.00) dollar maximum.

C. Effective January 1, 1991 the Board agrees to provide the employee and their family optical expenses. The maximum reimbursement shall be \$100 in 1991, \$150 in 1992 and \$200 in 1993. The amount to be reimbursed only upon presentation of a proper receipt for services rendered.

D. The Board will provide a prescription reimbursement plan up to \$200 per year for the employee and their family. This is to satisfy the deductible of the Medallion Plan. Upon physicians receipt, it shall be the employees responsibility to provide the receipt to the Boards Administrator for proper reimbursement. The administrator shall maintain a prescription plan file for each employee.

E. The Board shall continue to pay premium costs for medical insurance for the spouse of any firefighter killed while in performance of his duties for two years. Dependent children will be covered to age eighteen (18).

## ARTICLE XXII

### MILITARY LEAVE

A. The employer and the Union agree to adhere to the provisions of State/Federal law in this respect.

ARTICLE XXIII  
PERSONAL DAYS

A. Employees shall enjoy at their request three (3) paid personal leave days per year, provided written notice is made three (3) days in advance of such leave. Such leave shall be granted subject to the manpower needs of the Fire District. The written notice may be waived at the discretion of the District Fire Chief or his designee. Such waiver shall not be unreasonably withheld.

B. Employees are prohibited from using personal days the day before and/or the day after a holiday or vacation, except when there is a verifiable emergency.

ARTICLE XXIV  
COMMUNICABLE DISEASE

A. The Fire Chief shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire-rescue alarms in which contact and/or working in close proximity to victims and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the members responsibility to notify the officer in charge and initial the completed C.D.F. form. If an employee is diagnosed with the AIDS Virus or any other communicable disease this form shall validate the boards responsibility to compensate the said employee.

B. Vaccines that are available as of this date and in the future shall be offered to all employees at the Boards expense. No employee shall be expected to perform any medical assistance until such vaccines have been offered.

ARTICLE XXV  
STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

**ARTICLE XXVI**  
**DUES/REPRESENTATION FEES**

A. The Board shall deduct all dues and initiation fees from the wages of all employees covered by this agreement. The Local shall advise the Board of the specific amount to be deducted for these fees.

B. The Board will also deduct specific fees advised to them by the Local of the employees covered by the Agency Shop Agreement.

C. The Board will reimburse the Local all fees deducted quarterly, immediately following the Board's monthly meeting.

D. No fees shall be deducted from the employee's salary except upon the Board's receipt of the employee's written consent thereto. No permission is needed for Agency Shop Rights Fees.

**ARTICLE XXVII**  
**SEPARABILITY AND SAVINGS**

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of the law or by Court of other tribunal or competent jurisdiction following the valid adoption of this agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVIII**  
**SUPERCEDING CLAUSE**

A. This Agreement supercedes any and all other Agreements, ordinances, and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

**ARTICLE XXIX**  
**MAINTENANCE OF BENEFITS**

A. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement and nothing contained herein shall be interpreted end/or applied so as to eliminate, reduce or otherwise detract from any firefighter benefit existing prior to its effective date.

**ARTICLE XXX**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise specifically provided for herein, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of both parties at the time they negotiated and executed this Agreement.

**ARTICLE XXXI**  
**PHYSICAL FITNESS PERIOD**

A. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each eight (8) hour shift on Monday, Wednesday and Friday.

B. The employee will be permitted to utilize the Universal Gym in the Erlton Fire Station, since the Board owns this equipment.

**ARTICLE XXXII**  
**CLOTHING ALLOWANCE**

A. The Board of Fire Commissioners will provide any newly appointed employee with all necessary uniforms to report for duty.

B. As there are seasonal variations for uniform of the day, the time of the year will dictate that which is issued initially. The balance of the uniforms will be issued seasonally, along with any additions or replacements for other employees.

C. The Board will provide and issue full protective clothing to all employees. While the Supervisor via chain of command is responsible for the specifications of all protective clothing, any such clothing must meet or exceed all current or newly adopted standards for safety and performance.

D. The care and maintenance of all protective clothing issued shall be the responsibility of the employee. Protective clothing will be inspected periodically for any excessive signs of wear or deficiencies. Any protective clothing which constitutes a hazard, through wear or damage shall be reported to the Supervisor via chain of command. Once reported, a replacement will be issued and the damaged article will be replaced in an expeditious manner.

E. All station wear will meet or exceed current or newly adopted safety standards. In as much as it is written policy to report to duty in clean and presentable uniform, any articles that are damaged in the line of duty shall be brought to the immediate attention of the Supervisor via chain of command. Articles which cannot be worn, because they are either a safety hazard or in poor physical condition, will be replaced in an expeditious manner.

F. Gym sweats, Tee shirts, Shoes and a Gym bag capable of transporting gym clothes to the station will be provided. All gym clothes will be departmental issue, uniform in appearance and used for the sole purpose of on duty physical training. A joint effort will be made between the employees and the Supervisor via chain of command on preparing specifications, on the necessary equipment to participate in the station-sponsored physical training programs. Articles that become damaged during usage will be reported to the Supervisor via chain of command. Damaged articles will be replaced in an expeditious manner. Any employee of the fire district who uses fire district gym accessories for personal use will forfeit their ability to have damaged or unusable items replaced and will be responsible for replacement of those items, at their expense, with an exact replacement of this article in question.

G. Appendix C itemizes those articles considered Departmental issue.

**ARTICLE XXXIII**  
**PERSONAL LOCKER**

A. Each employee is to be issued a locker for his use. This locker will have a door on it, and the employee is to provide his own lock. It is to be locked at all times for proper security. The employee is to keep all personal belongings inside this locker, as well as his District issued uniform and turnout gear.

**ARTICLE XXXIV**  
**AGENCY SHOP CLAUSE**

A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A checkoff shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Administrative Assistant, during the month following the filing of such card with the Board.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide necessary "checkoff authorization" forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Board.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of

the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and availability only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

J. Prior to January 1st and July 31st of each year, the Union, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or Employee requesting same.

K. The Union shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

#### ARTICLE XXXV PAY DAY

A. Employees will be paid on Thursday at 1500 hours. If a holiday falls on a Thursday or Friday, the employees will be paid on that Wednesday.



ARTICLE XXXVI

SALARY

A. During the life of this agreement Longevity Levels shall apply in accordance with the schedules attached hereto in Schedule A and B.

ARTICLE XXXVII

RETROACTIVE PAY

A. It is understood and agreed by all parties to this agreement that provisions in regard to salary and pay scales referred to in Article XXXVI of this agreement will be retroactive to January 1, 1991. When this Contract has been settled and signed by all parties, all salaries will be adjusted to the current rate of this contract and all monies due will be paid to all employees within (1) one month (of contract signing date).

ARTICLE XXXVIII

PROMOTIONS

A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Local, advising of the nature of the position and the qualifications required therefore. All promotional position(s) will be made in accordance with N.J.S.A. 40A - Fire District Statutes.

ARTICLE XXXIX

ADDITIONAL PROVISIONS

A. Article XXVIII is added to this agreement to provide that any provisions of the contract within that conflict with the aforementioned amendments shall be and are superseded by this amended agreement.

ARTICLE XXXX  
INJURY LEAVE

A. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the Board's option, the employee shall either surrender and deliver any disability or other payments to the Board and receive his entire salary payment, or the Board shall pay the difference. Any payments above workers compensation made by the Board will be reimbursed by the employee at their retirement. The employee shall surrender any unused sick leave to satisfy the reimbursement. If the total amount of sick leave does not satisfy the total debt, then the employee's unused vacation leave shall be used toward the debt. When both options of unused sick leave and/or vacation leave are exhausted, the employee shall not be responsible for the remaining balance of his or her debt.

B. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or the Officer in Charge prior to the end of the employee's shift, or, if that is not possible, as soon thereafter as is possible.

C. It is understood that the employee must file an injury report with the Fire Chief or Officer in Charge so that the Board may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

E. 1. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.

2. If the employee does not accept the certificate of the physician designated by the insurance carrier, the employee shall have the right, at his own cost, to obtain a physical examination and certification of fitness by his own physician.

F. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated unless the employee

disputes the determination of the Board appointed physician. Then the Board and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. If the employee's physician disputes the determination of the Insurance carrier's physician, injury leave benefits shall continue and the procedures outlined in Section F above shall be utilized to resolve the dispute through a mutually agreed upon third physician.

H. The Board, at its option, and upon certification by the Board appointed physician, may extend the injury leave for no more than one (1) additional year. The Board appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

I. If the Board can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Board. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Board.

ARTICLE XXXXII  
DURATION, TERM, AND RENEWAL

This Agreement shall be effective January 1, 1991 and shall remain in full force and effect through December 31, 1993. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date, that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

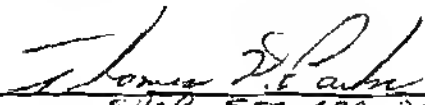
BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT NO. 2

BY:  \_\_\_\_\_

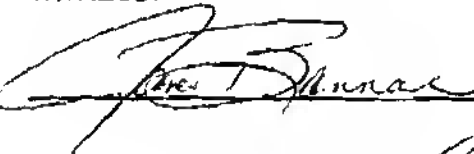
WITNESS:

 \_\_\_\_\_

I.A.F.F. & AFL-CIO  
LOCAL 2663

BY:  \_\_\_\_\_  
THOMAS E. PARKER  
SHOP STEWARD 2663

WITNESS:

 \_\_\_\_\_

 5/7/91

HUGH H. GIBSON III  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 29, 1994

## SCHEDULE A

### SALARIES

YEAR OF SERVICE	1991	1992	1993
<b>FIREFIGHTER AND FIRE INSPECTOR</b>			
FIRST	\$32,172.69	\$34,103.05	\$36,149.23
SECOND	\$33,212.88	\$35,205.65	\$37,317.99
THIRD	\$34,853.02	\$36,944.20	\$39,160.85
FOURTH	\$36,031.79	\$38,193.70	\$40,485.32
FIFTH	\$38,799.83	\$41,127.82	\$43,595.49
<b>FIREFIGHTER/ENGINEER</b>			
	\$41,279.99	\$43,756.79	\$46,382.20
<b>FIRE OFFICIAL</b>			
	\$39,965.83	\$43,529.78	\$46,141.57

Salary increases are effective as of January 1, of each year. Step increases are effective anniversary of hiring date of each year.

## SCHEDULE B

### LONGEVITY

YEARS OF SERVICE	1991	1992	1993
0-5 Inclusive	0%	0%	0%
6-9 Inclusive	6.25%	6.25%	6.25%
10-14 Inclusive	6.75%	6.75%	6.75%
15-19 Inclusive	7.25%	7.25%	7.25%
20-24 Inclusive	7.75%	7.75%	7.75%
25 years and more	8.25%	8.25%	8.25%

**SCHEDULE C**  
**CLOTHING LIST**

A. The following uniforms and related equipment will comprise that which is considered Departmental Issue to all uniformed Fire Fighters. Items that appear that did not exist prior to this agreement will be obtained and issued on a mutually agreeable basis between the Fire Fighters and the Supervisor via chain of command. All specifications are per Departmental Issue.

B. All gym equipment will be made of 100% cotton.

C. Worn or damaged articles will be turned over to the Chief or his designee for replacement of said articles.

**STATION WEAR**

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Blauner Jacket with removable thermal liner for spring/fall  
Coveralls  
Winter pullover sweatshirt  
Long sleeve work shirt ((5) five issued)  
Short sleeve work shirt ((5) five issued)  
Work pants ((5) five issued)  
Work shoes or boots ((2) two pair issued)  
Basket weave belt (leather)  
100% cotton golf style shirts ((5) five issued)  
Badges (breast, hat and shirt)  
Identification wallet with badge and identification card  
Leather dress gloves  
S.C.B.A. mask (personal)

**PHYSICAL TRAINING**

.....

Sweat pants  
Sweat shirt (long or short sleeve)  
Tee shirt ((3) three issued)  
Gym shorts ((2) two issued)  
Gym pants  
Utility/gym bag (capable of carrying all equipment)  
Sneakers